

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC, as administrative agent		12/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CryoLife, Inc.		
Street Address:	1655 Roberts Blvd NW		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30144		
Entity Type:	Corporation: FLORIDA		
Name:	Merit Medical Systems, Inc.		
Street Address:	1600 West Merit Parkway		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	Corporation: UTAH		
Name:	Bio Life, LLC		
Street Address:	8163 25th Court East		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	Limited Liability Company: FLORIDA		
Name:	Asahi Kasei Medical Co. Ltd. (Japan)		
Street Address:	105 Kanda Jinbocho, Chiyoda-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	101-8101		
Entity Type:	Corporation: JAPAN		
Name:	Vascutech Acquisition LLC		
Street Address:	26 Ray Ave.		
City:	Burlington		
TRADEMARK			

CH \$790.00 4695654

State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	Limited Liability Company: DELAWARE
Name:	Valve Special Purpose Co., LLC
Street Address:	1655 Roberts Blvd NW
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30144
Entity Type:	Limited Liability Company: DELAWARE
Name:	On-X Life Technologies, Inc. (F/K/A MCRI, Inc.)
Street Address:	1655 Roberts Blvd NW
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30144
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4695654	CHORD-X
Registration Number:	4213691	CRYOLIFE
Registration Number:	3945441	THE IDEAL PATCH
Registration Number:	3945442	THE IDEAL VALVE
Registration Number:	3696947	LIFE RESTORING TECHNOLOGIES
Registration Number:	3772286	THE NATURAL CHOICE
Registration Number:	3683875	HERO
Registration Number:	3637452	PERCLOT
Registration Number:	3693367	HERO
Registration Number:	2992247	CRYOKIDS
Registration Number:	3149576	BIOFOAM
Registration Number:	2697962	CRYOGRAFT
Registration Number:	2843490	BIOLIFE
Registration Number:	2641115	CRYOPATCH
Registration Number:	2496669	THE MAESTRO
Registration Number:	2371993	CRYOSEAL
Registration Number:	2242109	CRYOARTERY
Registration Number:	2114813	SOLOGRIP
Registration Number:	2148230	SAF-T-SPAND
Registration Number:	2107844	ON-X
Registration Number:	1993995	ON-X

Property Type	Number	Word Mark
Registration Number:	2099712	CARDIOGENESIS
Registration Number:	1960838	BIOGLUE
Registration Number:	1886714	CRYOKIDS
Registration Number:	1935707	SYNERGRAFT
Registration Number:	1760564	CRYOVEIN
Registration Number:	1719303	CRYOVALVE
Registration Number:	1645897	CRYOSAFE
Registration Number:	1628243	CRYOPAK
Registration Number:	1357366	
Registration Number:	1357365	CRYOLIFE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: DANIEL GOLD/WHITE & CASE LLP

Address Line 1: 1221 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1111779-2697-N997

NAME OF SUBMITTER: Daniel Gold

SIGNATURE: /Daniel Gold/

DATE SIGNED: 12/05/2017

Total Attachments: 6

source=Project Jolly - Release of Security Interest in Trademarks [Executed]#page1.tif

source=Project Jolly - Release of Security Interest in Trademarks [Executed]#page2.tif

source=Project Jolly - Release of Security Interest in Trademarks [Executed]#page3.tif

source=Project Jolly - Release of Security Interest in Trademarks [Executed]#page4.tif

source=Project Jolly - Release of Security Interest in Trademarks [Executed]#page5.tif

source=Project Jolly - Release of Security Interest in Trademarks [Executed]#page6.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 1, 2017 is made by Healthcare Financial Solutions, LLC, in its capacity as administrative agent (as successor-in-interest to General Electric Capital Corporation, “Administrative Agent”), under the Security Agreement (as defined below) and Trademark Security Agreements (as defined below), in favor of each of CryoLife, Inc., a Florida corporation, Cardiogenesis Corporation, a Florida corporation, On-X Life Technologies, Inc., a Delaware corporation, and Valve Special Purpose Co., LLC, a Delaware limited liability company (each, a “Grantor”, and collectively, the “Grantors”).

WHEREAS, General Electric Capital Corporation and the Grantors are parties to that certain Guaranty and Security Agreement, dated as of March 27, 2008 (the “Security Agreement”), whereby the Grantors granted to General Electric Capital Corporation a security interest in and to the Grantors’ Trademark Collateral.

WHEREAS, pursuant to the Security Agreement, General Electric Capital Corporation and the Grantors are parties to the following Trademark Security Agreements (collectively, the “Trademark Security Agreements”):

- 1) Trademark Security Agreement dated as of March 27, 2008 and duly recorded on March 31, 2008 in the United States Patent and Trademark Office at Reel 3749, Frame 0477;
- 2) Trademark Security Agreement dated as of October 30, 2010 and duly recorded on November 3, 2010 in the United States Patent and Trademark Office at Reel 4309, Frame 0430;
- 3) Trademark Security Agreement dated as of November 22, 2010 and duly recorded on December 8, 2010 in the United States Patent and Trademark Office at Reel 4428, Frame 0079;
- 4) Trademark Security Agreement dated as of June 30, 2011 and duly recorded on July 4, 2011 in the United States Patent and Trademark Office at Reel 4574 and Frame 0988;
- 5) Trademark Security Agreement dated as of September 26, 2014 and duly recorded on September 29, 2014 in the United States Patent and Trademark Office at Reel 5370, Frame 0007;
- 6) Trademark Security Agreement dated as of February 9, 2015 and duly recorded on February 12, 2015 in the United States Patent and Trademark Office at Reel 5458, Frame 0842; and
- 7) Trademark Security Agreement dated as of January 20, 2016 and duly recorded on January 21, 2016 in the United States Patent and Trademark Office at Reel 5713, Frame 0619; and

WHEREAS, the Grantors have paid in full and satisfied the Secured Obligations, and Administrative Agent wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantors and to dissolve any and all liens and encumbrances respecting the Trademark Collateral, including, but not limited to, the trademark registrations and applications set forth in Exhibit A attached hereto (collectively with the Trademark Collateral, the “Released Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Trademark Security Agreements, as applicable.
2. Release. Administrative Agent hereby releases, discharges, quit claims and relinquishes unto the Grantors the security interest in the Released Trademarks granted to Administrative Agent by the Grantors pursuant to the Security Agreement and Trademark Security Agreements. Administrative Agent hereby assigns, transfers and delivers to the Grantors all of its right, title and interest in and to the Released Trademarks. Administrative Agent acknowledges and agrees that, as a result of this Release, it has no further rights to or interest in the Released Trademarks.
3. Further Assurances. Administrative Agent hereby agrees, at the Grantors’ expense, to execute such instruments and to take such other actions as the Grantors may reasonably request to terminate Administrative Agent’s security interest in the Released Trademarks, and otherwise to effectuate the release of the Released Trademarks from Administrative Agent’s security interest.
4. Recordation. Administrative Agent hereby authorizes and requests the governing body of the United States Patent and Trademark Office to record this Release.

[Signature page follows]

EXECUTED as of the date first written above.

**HEALTHCARE FINANCIAL
SOLUTIONS, LLC,**
as Administrative Agent

By: *M. Olman*
Name: *MARYANA OLMAN*
Title: *Duly Authorized Signatory*


[SIGNATURE PAGE TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS]

TRADEMARK
REEL: 006221 FRAME: 0632

EXHIBIT A

<u>No.</u>	<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. / Registration No.</u>	<u>Application Date / Registration Date</u>
1.	On-X Life Technologies, Inc.	CHORD-X Cross References: CHORD X CHORD-X	U.S.	86345369 / 4695654	23-JUL-2014 03-MAR-2015
2.	CryoLife, Inc.	CRYOLIFE CRYOLIFE	U.S.	85547006 / 4213691	20-FEB-2012 25-SEP-2012
3.	CryoLife, Inc.	THE IDEAL PATCH THE IDEAL PATCH	U.S.	77884096 / 3945441	02-DEC-2009 12-APR-2011
4.	CryoLife, Inc.	THE IDEAL VALVE THE IDEAL VALVE	U.S.	77884097 / 3945442	02-DEC-2009 12-APR-2011
5.	CryoLife, Inc.	LIFE RESTORING TECHNOLOGIES LIFE RESTORING TECHNOLOGIES	U.S.	77604154 / 3696947	30-OCT-2008 13-OCT-2009
6.	CryoLife, Inc.	THE NATURAL CHOICE THE NATURAL CHOICE	U.S.	77424243 / 3772286	17-MAR-2008 06-APR-2010
7.	Merit Medical Systems, Inc.	HERO HERO	U.S.	77386387 / 3683875	01-FEB-2008 15-SEP-2009
8.	CryoLife, Inc.	PERCLOT PerClot	U.S.	77372671 / 3637452	15-JAN-2008 16-JUN-2009
9.	Merit Medical Systems, Inc.	HERO HERO	U.S.	77366900 / 3693367	08-JAN-2008 06-OCT-2009
10.	CryoLife, Inc.	CRYOKIDS Cross References: CRYO KIDS	U.S.	78441606 / 2992247	25-JUN-2004 06-SEP-2005

		CRYOKIDS			
11.	CryoLife, Inc.	BIOFOAM BIOFOAM	U.S.	78424913 / 3149576	25-MAY-2004 26-SEP-2006
12.	CryoLife, Inc.	CRYOGRAFT	U.S.	78135501 / 2697962	13-JUN-2002 18-MAR-2003
13.	Bio Life, LLC	BIOLIFE	U.S.	76306078 / 2843490	28-AUG-2001 18-MAY-2004
14.	CryoLife, Inc.	CRYOPATCH	U.S.	78067618 / 2641115	06-JUN-2001 22-OCT-2002
15.	CryoLife, Inc.	THE MAESTRO	U.S.	75589141 / 2496669	16-NOV-1998 09-OCT-2001
16.	Asahi Kasei Medical Co. Ltd. (Japan)	CRYOSEAL	U.S.	75464865 / 2371993	09-APR-1998 01-AUG-2000
17.	CryoLife, Inc.	CRYOARTERY	U.S.	75378228 / 2242109	23-OCT-1997 27-APR-1999
18.	CryoLife, Inc.	SOLOGRIP Cross References: SOLO GRIP	U.S.	75130236 / 2114813	05-JUL-1996 18-NOV-1997
19.	Vascutech Acquisition LLC	SAF-T-SPAND Cross References: SAFETY-SPAND	U.S.	75109394 / 2148230	24-MAY-1996 31-MAR-1998
20.	Valve Special Purpose Co., LLC	ON-X Cross References: ONYX	U.S.	75069206 / 2107844	08-MAR-1996 21-OCT-1997
21.	Valve Special Purpose Co., LLC	ON-X Cross References: ONYX	U.S.	74556531 / 1993995	03-AUG-1994

					13-AUG-1996
22.	CryoLife, Inc.	CARDIOGENESIS	U.S.	74510959 / 2099712	11-APR-1994 23-SEP-1997
23.	CryoLife, Inc.	BIOGLUE	U.S.	74484547 / 1960838	31-JAN-1994 05-MAR-1996
24.	CryoLife, Inc.	CRYOKIDS	U.S.	74423404 / 1886714	12-AUG-1993 28-MAR-1995
25.	CryoLife, Inc.	SYNERGRAFT	U.S.	74155469 / 1935707	09-APR-1991 14-NOV-1995
26.	CryoLife, Inc.	CRYOVEIN	U.S.	74104978 / 1760564	09-OCT-1990 23-MAR-1993
27.	CryoLife, Inc.	CRYOVALVE	U.S.	74104979 / 1719303	09-OCT-1990 22-SEP-1992
28.	CryoLife, Inc.	CRYOSAFE	U.S.	74026663 / 1645897	07-FEB-1990 28-MAY-1991
29.	CryoLife, Inc.	CRYOPAK Cross References: CRYOPACK	U.S.	73616917 / 1628243	27-AUG-1986 18-DEC-1990
30.	CryoLife, Inc.	<i>Design Only</i> 	U.S.	73521151 / 1357366	07-FEB-1985 27-AUG-1985
31.	CryoLife, Inc.	CRYOLIFE	U.S.	73521150 / 1357365	07-FEB-1985 27-AUG-1985